

Agenda Item Form

Agenda Date: 10/12/04

Districts Affected: All

Dept. Head/Contact Information: City Manager, Joyce A. Wilson, (915) 541-4844

Type of Agenda Item:

- | | | |
|---|---|--|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input checked="" type="checkbox"/> Other <u>Personal Services Contract</u> | | |

Funding Source:

- ☒ General Fund
- ☐ Grant (duration of funds: _____ Months)
- ☐ Other Source: _____

Legal:

- ☒ Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar ☒ Approved ☐ Denied

Timeline Priority: ☒ High ☐ Medium ☐ Low # of days: _____

Why is this item necessary:

This position is an important function in the City Manager's office.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Salary and benefits

Statutory or Citizen Concerns:

None anticipated

Departmental Concerns:

None anticipated

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **MARK MATTHYS**, to develop effective relationships with the media and to provide information to the public on city programs, projects, events and city government at a biweekly rate of \$2,400.00. The contract period shall be from October 15, 2004 through October 14, 2005. This contract is subject to the concurrence of the City's Civil Service Commission.

APPROVED this 12th day of October 2004.

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

PERSONAL SERVICES CONTRACT

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **MARK MATTHYS**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City desires to engage the Contractor to develop effective relationships with the media and to provide information to the public on city programs, projects, events and city government; and

WHEREAS, Employee possesses the skills to render said employment to the City.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. Employee shall perform the services found in Attachment "A" attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the City of El Paso through the City Manager's office on behalf of the Mayor and Council and City administration, in El Paso, Texas.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about October 15, 2004 and be completed October 14, 2005.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid a biweekly rate of Two Thousand Four Hundred and 00/100 Dollars (\$2,400.00). The employee shall work a minimum of forty (40) hours per week. Employee is classified as Exempt and is not eligible for overtime pay. The full time contract employee named in this Agreement shall be eligible for the following benefits:

A. The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be

eligible to continue to participate in and receive the benefits of those Plans in the same manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance plan, he shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will he make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be

performed is in the, City and County of El Paso, State of Texas, or such other places as may be directed by the City Manager in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the City Manager on behalf of the City.

8. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out his duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee at the following addresses:

CITY: City of El Paso
City Manager
Attn: Joyce A. Wilson
2 Civic Center Plaza
El Paso, Texas 79901-1196

EMPLOYEE: Mark Matthys

IN WITNESS WHEREOF the parties have executed this agreement at El Paso,
Texas this 12th day of October, 2004.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

EMPLOYEE:

Mark Matthys

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Guadalupe Cuellar
Deputy City Attorney

Joyce A. Wilson
City Manager

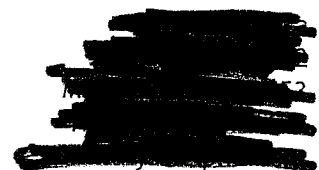
APPROVED BY THE CIVIL SERVICE COMMISSION:

By: _____, Secretary
Date: 10/14/04

ATTACHEMENT “A”
Scope of Duties

Duties include providing a citywide communications and public affairs program coordinating all internal communications resources within various agencies. Serve as the primary liaison with the news media, respond to inquiries for information, and coordinate major press conferences and events for the Mayor and City Council and City Manager as needed. Research and develop talking points on major city issues so that all city officials can speak consistently about a topic.

Mark Matthys



Professional Experience

GREATER EL PASO CHAMBER OF COMMERCE – El Paso, TX – October 2001 through December 2003.

Vice President, Marketing & Membership Division

- Directed staff and volunteers through annual investor campaign generating \$1+ million in dues.
- Consulted with CEO, division vice presidents and investors to develop communication strategies and materials for about 50 projects and initiatives each year.
- Maintained positive media relations, wrote news releases and obtained coverage for all major initiatives.
- Directed the publication of the first *Images of El Paso* newcomers guide magazine.
- Maintained three primary web sites including advanced database of 26,000 El Paso County enterprises.
- Wrote, edited and produced all advertising as well as printed and electronic membership publications.
- Organized and produced the Chamber's Annual Gala including entertainment, promotion and speeches.
- Served as the lead marketing executive on several public/private partnerships, including Economic Development, Alliance for Regional Military Support (ARMS) and Freedom Fiesta Week.

ELAGENT CORPORATION – Addison, TX – January through August 2001. Enterprise software.

Marketing Communications Manager (contractor)

- Introduced business process management software to the Global 2000 marketplace.
- Developed launch plan/budget, marketing strategy, product name/identity, presentations, white papers, data sheets, sales tools and lead tracking/reporting systems.
- Engaged industry analysts and publication editors to begin coverage of the Elagent solution.
- Trained regional sales managers and account executives on calling and presentation strategies.
- Created and implemented new web site within first two weeks to meet executive commitment.
- Developed an interactive e-marketing campaign that generated 150 qualified leads from an initial test.
- Worked with alliance partners to plan and implement targeted demand creation campaigns.

CASAL GROUP CORPORATION – Dallas, TX – 1990 to 2001. Integrated marketing agency.

Partner, Director of Agency Operations

- Transformed small consulting firm into a mid-sized integrated marketing agency with direct marketing, public relations, telemarketing, telesales, creative and customized IT services for Global 2000 clients.
- Managed business development, strategic consulting, marketing program development and implementation, and IT/CRM. Accomplished needs analysis, project vision, competitive analysis, proposals/RFPs, executive presentations, private-label branding and custom software design.
- Directed account teams and agency personnel through successful completion of campaigns.
- Managed relationships with senior client executives to ensure programs met expectations and to develop incremental business opportunities. Major accounts included: AST, AT&T, Avnet, D&B Software, Fujitsu, HP, IBM, Marconi, Motorola and Sun Microsystems. Delivered estimated sales results in excess of \$700 million for clients.

- Performed duties as CTO. Provided system design and led development of custom applications, including call center/CRM, customer reporting, CTI, e-marketing, project management and billing. Also designed an automated lead match system that distributed leads to appropriate sales contacts.
- Launched a telequalifying and telesales division for support of client initiatives. Hired and trained call center managers, production team leaders and quality assurance manager. Developed call guides and training materials, and trained business development callers on executive prospecting strategies.
- Completed sales training programs including Solution-Selling (Michael Bosworth) and Results Oriented Selling (Gil Cargill). Conducted seminars on these sales programs to Casal staff.
- Invited to speak about demand creation best practices at numerous industry events, including VARconference and annual partner conferences for HP, Sun, Motorola, Data General, Tandem, Stratus and Newbridge (Alcatel).

THE FLAGSHIP GROUP INC. – Dallas, TX – 1987-1990. Vertical software publisher.

Director of Marketing

- Integrated the marketing efforts of four subsidiaries, five strategic alliance partners, and hundreds of channel partners, leveraging a \$1.5 million marketing budget. Targeted manufacturing, medical, construction and nonprofit/government markets.
- Managed and coached a widely dispersed team of sales and marketing professionals at corporate headquarters and subsidiary locations.
- Grew sales profitably at 30% per year to rank Flagship among the top 50 U.S. software firms with over 8,500 end-user customers and 1,200 channel partners.
- Obtained more than 150 articles in national business and trade press through pro-active media relations.
- Developed QuickStart program to ignite new partner relationships.

MARKETBASE SERVICES – Dallas, TX – 1986-1987. Start-up marketing consulting.

Principal/Marketing Consultant

- Engaged by five start-ups to provide strategic marketing direction and interim marketing services.

DATA DIRECTIONS INC. – Plano, TX – 1984-1986. Ad agency vertical software.

Business Development/Marketing Manager

- Responsible for Western territory sales and corporate marketing.
- Executed prospecting campaign that generated 18 sales within one year.
- Conducted cold-calling, seminars and trade shows in region.
- Prepared needs analyses, proposals/RFPs, customized demonstrations, executive presentations and agreements for large ad agency systems.

Software Proficiency

Microsoft Office, Access and FrontPage, Corel Draw and Photo-Paint, Adobe Photoshop and PageMaker, Macromedia Dreamweaver, Quark Xpress and NetObjects Fusion.

Education

B.A. (Cum Laude) Advertising with Marketing Minor, Texas Tech University, Lubbock, TX.